



## San Bernardino Associated Governments

1170 W. 3<sup>rd</sup> Street, San Bernardino, CA 92410

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Web: [www.sanbag.ca.gov](http://www.sanbag.ca.gov)



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- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
  - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
- 

## AGENDA

### Mountain/Desert Committee Measure I Committee

September 21, 2007

9:00 a.m.

Town of Apple Valley  
14955 Dale Evans Parkway  
Apple Valley, CA

### **Mountain/Desert Committee Membership**

#### **Chair**

*Rick Roelle,  
Town of Apple Valley*

*Bill Jahn, Mayor  
City of Big Bear Lake*

*Mike Rothschild, Council Member  
City of Victorville*

#### **Vice Chair**

*Dennis Hansberger  
Board of Supervisors*

*Mike Leonard, Council Member  
City of Hesperia*

*Chad Mayes, Council Member  
Town of Yucca Valley*

*Trinidad Perez, Mayor Pro Tem  
City of Adelanto*

*Rebecca Valentine, Council Member  
City of Needles*

*Brad Mitzelfelt  
Board of Supervisors*

*Lawrence Dale, Mayor  
City of Barstow*

*Kevin Cole, Mayor  
City of Twentynine Palms*

*San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors*

*In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:*

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

***As a Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

*Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.*

**San Bernardino Associated Governments  
County Transportation Commission  
County Transportation Authority  
Service Authority for Freeway Emergencies  
County Congestion Management Agency**

**AGENDA**

**Mountain/Desert Committee  
\*Measure I Committee**

**September 21, 2007  
9:00 a.m.**

Town of Apple Valley  
14955 Dale Evans Parkway  
Apple Valley, CA

**CALL TO ORDER: .**  
(Meeting Chaired by Rick Roelle)

- I. Attendance:
- II. Agenda Notices/Modifications:
- III. Announcements:

1. **Possible Conflict of Interest Issues for the Mountain/Desert Committee Meeting of September 21, 2007.** Pg. 5

Note agenda item contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

### **Consent Calendar**

\* Items marked with an asterisk denote review/action by both the Mountain/Desert Committee and Measure I Committee.

2. **Attendance Register** Pg. 6

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

### **Discussion Items**

\* Items marked with an asterisk denote review by both the Mountain/Desert Committee and Measure I Committee.

3. **State Route 62 (SR-62) Pedestrian and Safety Improvement Project in the Town of Yucca Valley** Pg. 8

Receive a presentation on SR-62 Pedestrian and Safety Improvement Project in the Town of Yucca Valley, Contract No. 06063.  
**Ryan Graham**

4. **Award Contract for State Route 58 (SR-58) Origin and Destination Truck Study** Pg. 10

Award Contract No. 08014 to KOA Corporation for completion of the SR-58 Origin and Destination Truck Study in the amount of \$299,929, as indicated in the financial impact section below. **Ryan Graham**

5. **Status of Caltrans Project Approval and Environmental Document (PA&ED) for the realignment of US-395** Pg. 43

Receive information and provide input to Caltrans on their efforts associated with the PA&ED for the realignment of the US-395.  
**Ryan Graham**

**6. Quarterly Administrative Report on SANBAG Federal Funding Programs**

**Pg. 45**

- 1) Receive report on quarterly reporting and obligation status.
- 2) Adopt a finding of compliance with obligation requirements for all affected agencies. Ty Schuiling

**Public Comments**

**Items under this heading will be referred to staff for further study, research, completion and/or future actions.**

**7. Additional Items from Committee Members**

**8. Brief Comments by the General Public**

**Additional Information**

**Acronym List**

**Pg. 51**

**ADJOURNMENT:**

Complete packages of this agenda are available for public review at the SANBAG offices. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

**Next Mountain/Desert Committee Meeting – Friday, October 19, 2007**

## Meeting Procedures and Rules of Conduct

### **Meeting Procedures**

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

### **Accessibility**

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov).

**Agenda Actions** – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

**Closed Session Agenda Items** – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

**Agenda Times** – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

**Public Comment** – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

**Disruptive Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM: 1

**Date:** September 21, 2007

**Subject:** Information Relative to Possible Conflict of Interest

**Recommendation\*:** Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

**Background:** In accordance with California Government Code 84308, members of the Board of Directors may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
4	08014	KOA Corporation (Mujib Ahmed)	

**Financial Impact:** This item has no direct impact on the 2007/2008 Budget.

**Reviewed By:** This item is prepared monthly for review by the Board of Directors and policy committee members.

**Responsible Staff:** Deborah Barmack, Director of Management Services

*Approved*  
*Mountain/Desert Committee*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

# MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD – 2007

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Trinidad Perez +</b> City of Adelanto	X	X	X	**	**	X	**	X				
<b>Rick Roelle</b> Town of Apple Valley	X		X	**	**	X	**	X				
<b>Lawrence Dale</b> City of Barstow	X	X	X	**	**	X	**	X				
<b>Bill Jahn</b> City of Big Bear Lake			X	**	**		**	X				
<b>Mike Leonard</b> City of Hesperia	X		X	**	**	X	**					
<b>Rebecca Valentine</b> City of Needles	X	X	X	**	**	X	**	X				
<b>Kevin Cole</b> City of Twentynine Palms	X		X	**	**	X	**	X				
<b>Mike Rothschild</b> City of Victorville	X	X	X	**	**	X	**	X				
<b>Chad Mayes</b> Town of Yucca Valley		X	X	**	**	X	**	X				
<b>Brad Mitzelfelt</b> County of San Bernardino	X	X		**	**	X	**	X				
<b>Dennis Hansberger</b> County of San Bernardino		X	X			X	**	X				

\*Non-voting City Representative attended  
+ Measure I Committee representative

\*\*The Mountain/Desert Committee did not meet

\*\*\* New SANBAG Board Member

X = Member attended meeting.

\* = Alternate member attended meeting. Empty box = Member did not attend meeting

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Crossed out box = Not a Board Member at the time.

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# **MOUNTAIN/DESERT COMMITTEE ATTENDANCE ROSTER – 2006**

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Kevin Cole City of Twentynine Palms		**		X	**		X	**	X	X	X	**
Paul Cook Town of Yucca Valley	X	**		X	**	X	X	**	X	X		**
Lawrence Dale City of Barstow	X	**	X	X	**	X	X	**	X		X	**
Dennis Hansberger County of San Bernardino	X	**	X	X	**	X		**			X	**
James Lindley City of Hesperia	X	**	X	X	**	X	X	**	X	X	X	**
Darrell Mulvihill City of Big Bear Lake		**	X		**		X	**	X			**
Bill Postmus County of San Bernardino	X	**			**			**	X	X		**
Rick Roelle Town of Apple Valley	X	**		X	**	X		**	X	X		**
Mike Rothschild City of Victorville	X	**		X	**	X	X	**	X	X	X	**
Rebecca Valentine City of Needles	X	**	X	X	**	X	X	**	X	X	X	**
+Trinidad Perez City of Adelanto	X	**	X		**			**			X	**

\*Non-voting City Representative attended  
+ Measure I Committee representative

\*\*The Mountain/Desert Committee did not meet

\*\*\* New SANBAG Board Member

The crossed-out boxes indicate members who were not on the committee as of that month.  
The empty boxes indicate member who did not attend the meeting that month.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 3

**Date:** September 21, 2007

**Subject:** State Route 62 (SR-62) Pedestrian and Safety Improvement Project in the Town of Yucca Valley

**Recommendation:**\* Receive a presentation on the SR-62 Pedestrian and Safety Improvement Project in the Town of Yucca Valley, Contract No. 06063.

**Background:** On December 7, 2005, the Board allocated available Federal Surface Transportation Program Funds (STP) from SAFETEA-LU to Mountain/Desert jurisdictions. One of the projects identified in the December 7, 2005, Board action was the SR-62 Pedestrian and Safety Improvement project in the Town of Yucca Valley.

At the Board of Directors meeting on June 7, 2006, the Board of Directors approved Contract No. 06063 with the Town of Yucca Valley, which allocated \$456,300 in Measure I Major Projects funds to the Town of Yucca Valley for use as local matching funds to Federal discretionary funds designated for the project in SAFETEA-LU. In the contract, one of the requirements of the Town of Yucca Valley is to provide an annual presentation to the Mountain/Desert Committee on project development.

Shane Stueckle, Town of Yucca Valley Director of Public Works, is scheduled to make a presentation on the SR-62 Pedestrian and Safety Project.

\*

*Approved*  
*Mountain/Desert Committee*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

***Financial Impact:*** This item has no direct impact on the adopted SANBAG budget. Staff activities associated with this item are consistent with the adopted SANBAG budget, Task No. 94108000, Mountain/Desert Planning and Project Development.

***Reviewed By:*** This item is scheduled for review by the Mountain/Desert Committee on September 21, 2007.

***Responsible Staff:*** Ryan Graham, Transportation Planning Specialist

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 4

**Date:** August 21, 2007

**Subject:** Award Contract for State Route 58 (SR-58) Origin and Destination Truck Study

**Recommendation:\*** Award Contract No. 08014 to KOA Corporation for completion of the SR-58 Origin and Destination Truck Study in the amount of \$299,929, as indicated in the financial impact section below.

**Background:** The SR-58 Origin and Destination Truck Study was approved as part of Task No. 94108000 in the FY 2007/2008 Budget. The study is a cooperative planning effort by SANBAG, Kern Council of Governments (COG), Caltrans District 6, Caltrans District 8 and Caltrans District 9, working with a consultant for the preparation of an origin and destination truck study for SR-58. The purpose of the study is to gain statistical information on the origin and destination of heavy duty trucks traveling between San Bernardino and Kern Counties and to better understand the types of cargo being transported by trucks.

Information gained from this study will be used to inform the SR-58 project development activities currently underway by Caltrans and to inform other future planning efforts in the region, including the Southern California Associated Governments (SCAG) regional truck model. It is anticipated that the study will

\*

*Approved*

*Mountain/Desert Committee*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

be completed in approximately eighteen months and will provide data crucial to better understanding a key interregional goods movement corridor in the State.

On July 13, 2007, SANBAG released a Request for Proposals (RFP) for the project. On August 6, five proposals were received by SANBAG in response to the RFP. The five firms that submitted proposals on the project were Counts Unlimited, KOA Corporation, Red Hill Group, VRPA Technologies, and Wilbur Smith and Associates. Subsequently, the consultant selection team consisting of representatives from SANBAG, Caltrans and Kern COG reviewed the proposals and short listed the firms of KOA Corporation, Red Hill Group and VRPA Technologies for an interview on August 23, 2007.

After careful evaluation of the proposals submitted and the interviews held on August 23, the consultant selection panel has recommended that SANBAG contract with KOA Corporation for this work. The contract calls for completion of the study, working with SANBAG, Caltrans and Kern COG, over a period of eighteen months to prepare the Origin and Destination Truck Study for SR-58.

***Financial Impact:*** This item is consistent with the current Board adopted FY 2007/2008 Budget, TN. 94108000, Mountain/Desert Planning and Programming.

***Reviewed By:*** This item is scheduled for review by the Mountain/Desert Committee on September 21, 2007. The contract has been reviewed and approved by SANBAG Counsel.

***Responsible Staff:*** Ryan Graham, Transportation Planning Specialist

**SANBAG Contract No. 08014**

by and between

San Bernardino Associated Governments

and

KOA Corporation

for

State Route 58 Origin and Destination Truck Study**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
--	--	---	--

Notes: Budget amendment for remaining budget authority to be submitted in October.

Original Contract:      \$ <u>299,929</u>	Previous Amendments Total:      \$ <u>0</u>
	Previous Amendments Contingency Total:      \$ <u>0</u>
Contingency Amount:      \$ <u>10,071</u>	Current Amendment:      \$ <u>0</u>
	Current Amendment Contingency:      \$ <u>0</u>

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ➔	\$ <u>310,000</u>
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⚡ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
94108000	_____	Caltrans PTA	74A0319	\$ <u>250,000</u>
94108000	_____	Kern COG	_____	\$ <u>30,000</u>
94108000	_____	SANBAG LTF	_____	\$ <u>30,000</u>
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>10/3/07</u>	Contract Start: <u>10/3/07</u>	Contract End: <u>4/31/09</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

Approved Budget Authority ➔	Fiscal Year: <u>07/08</u> \$ <u>30,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation ➔	\$ _____
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Is this consistent with the adopted budget?    ☒ Yes    ☐ No  
 If yes, which Task includes budget authority? 94108000  
 If no, has the budget amendment been submitted? ☐ Yes ☐ No

CONTRACT MANAGEMENT

**Please mark an "X" next to all that apply:**

☐ Intergovernmental    ☒ Private    ☐ Non-Local    ☐ Local    ☐ Partly Local

Disadvantaged Business Enterprise: ☒ No    ☐ Yes \_\_\_\_\_ %

Task Manager: <b>Deborah Robinson Barmack</b>	Contract Manager: <b>Ryan Graham</b>
---	--------------------------------------

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

**CONTRACT NO: 08014**

**EFFECTIVE DATE: October 3, 2007**

**by and between**

**San Bernardino Associated Governments**

**and**

**KOA Corporation**

**for**

**SR-58 Origin and Destination Truck Study**

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**CONTRACT NO. 08014**

**FOR**

**SR-58 Origin and Destination Truck Study**

This Contract, entered into this 3<sup>rd</sup> day of October, 2007, by the firm of KOA Corporation (hereinafter called CONSULTANT) whose address is:

3190C Shelby Street  
Ontario, CA 91764

and San Bernardino Associated Governments (hereinafter called SANBAG) whose address is:

1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410

Whereas SANBAG desires CONSULTANT to perform services as hereinafter described and CONSULTANT desires to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

**Article 1      Scope of Services**

CONSULTANT agrees to perform Services set forth in Attachment "A", SCOPE OF SERVICES (which is incorporated herein by reference), in accordance with high professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Services performed hereunder shall be completed to the satisfaction of SANBAG, with their satisfaction being based on prevailing professional standards.

**Article 2      Performance Schedule**

The Period of Performance by CONSULTANT under this Contract shall commence on October 3, 2007, and shall continue in effect for approximately eighteen months to April 30, 2009, or until otherwise terminated or canceled as hereinafter directed, or unless extended by direction of SANBAG.

### **Article 3      Contract Price and Cost Principles**

- 3.1      Total compensation to CONSULTANT for full and complete performance of Services, compliance with all the terms and conditions of this Contract, payment by CONSULTANT of all obligations incurred in, or application to CONSULTANT'S performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SANBAG), shall not exceed \$299,929.
- 3.2      Services to be provided under terms of this Contract are to be provided on a reimbursable cost plus fee basis and compensated for as set forth in Attachment "B" which is incorporated herein by reference. CONSULTANT'S fee for services is included in the total estimated Contract cost, as agreed upon, and noted in Attachment "B."
- 3.3      Any Services provided by the CONSULTANT not specifically covered by the Scope of Services (Attachment "A") shall not be compensated without prior written authorization from SANBAG. It shall be CONSULTANT's responsibility to recognize and notify SANBAG when services not covered by the Scope of Services have been requested or are required.
- 3.4      CONSULTANT's rates will be fixed, as set forth in Attachment "B" for the duration of this Contract. The fixed rate will not be subject to adjustment.
- 3.5      The cost principles set forth in Part 31 of the Federal Acquisition Regulations System as constituted on the effective date of this Contract shall be utilized to determine allowableness of costs under this Contract and may be modified from time to time by amendment of the Contract.
  - 3.5.1      The CONSULTANT agrees to comply with Federal procedures in accordance with 49 CFR, part 19, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
  - 3.5.2      Any costs for which payment has been made to CONSULANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR, Part 18, Uniform Agreements to State and Local Governments.
  - 3.5.3      Any subcontract, entered into as a result of this Contract shall contain all of the provisions of this Section 3.5.

#### **Article 4      Availability of Funds**

This Contract is awarded on the contingency of availability of funds. The obligation of SANBAG is conditioned upon the availability of funds that are allocated and available for the payment of such an obligation. If funds are not allocated and available for the continuance of Services performed by CONSULTANT, Services directly or indirectly involved may be suspended or terminated by SANBAG at the end of the period for which funds are available. When SANBAG becomes aware that any portion of Services that will or may be affected by a shortage of funds, it will immediately so notify CONSULTANT. Nothing herein shall relieve SANBAG from its obligation to compensate CONSULTANT for Services performed pursuant to this Contract. No penalty shall accrue to SANBAG in the event this provision is exercised.

#### **Article 5      Taxes, Duties, Fees**

CONSULTANT shall pay when due, and the compensations set forth in "Article 3" shall be inclusive of all a) local, municipal, state, and federal sales and use taxes, b) excise taxes, c) taxes on personal property owned by CONSULTANT, and d) all other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

#### **Article 6      Invoicing and Payments**

- 6.1      The compensation of CONSULTANT as provided herein shall be payable in monthly payments, forty-five (45) calendar days after receipt by SANBAG of an invoice prepared in accordance with instructions below.
- 6.2      CONSULTANT shall prepare all invoices in a form satisfactory to and approved by SANBAG, and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four to five week period and provide an estimate of percent complete by task. It is expected that CONSULTANT will not invoice SANBAG in an amount that exceeds the percentage complete by task. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT'S sole expense.
- 6.3      CONSULTANT shall furnish evidence, satisfactory to SANBAG, that all labor and materials furnished and equipment used during all periods prior to the period covered by any invoice have been paid in full. SANBAG may withhold payment of invoices until CONSULTANT furnishes such evidence.
- 6.4      CONSULTANT shall submit separate invoices (marked with SANBAG's

Contract number) to SANBAG each month within fifteen (15) calendar days after the cutoff date, as follows:

- 6.4.1 Progress invoices, for payments for Services (including additional Services authorized by SANBAG and added by a formal amendment to this Contract) completed by CONSULTANT during each progress billing period. The cutoff date for CONSULTANT's progress invoice shall be consistent from month to month. Each progress payment shall be for cost incurred plus the earned fee completed by CONSULTANT, as determined by SANBAG in accordance with the terms of this Contract and approved by SANBAG, as of the working day nearest the mutually agreed cutoff date. Payment shall not be construed to be an acceptance of Services.
- 6.5 SANBAG shall not be obligated to make payments to CONSULTANT until CONSULTANT has delivered to SANBAG a statement and release satisfactory to SANBAG that CONSULTANT has fully performed Services pursuant to this contract, and that all claims of CONSULTANT and its subcontractors for Services will be satisfied upon the making of such payments; provided, however, that if CONSULTANT has made a claim for additional compensation which has not then been resolved under the dispute procedure set forth in Article 29, then SANBAG shall make such payments, less disputed amounts, even though such dispute has not been resolved. Upon resolution of such dispute, any additional amount due CONSULTANT shall be paid by SANBAG.

## **Article 7 Documentation and Right of Audit**

CONSULTANT shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to Services, files, accounts, reports, cost proposals with backup data, and all other material relating to Services. Consultant shall upon request, make all such materials available to SANBAG or its designee at any reasonable time during the term of the Contract and for three (3) years from the date of final payment to CONSULTANT, for auditing, inspection and copying. CONSULTANT shall insert in each of its subcontracts the above requirement.

## **Article 8 Responsibility of the Consultant**

- 8.1 The CONSULTANT shall be responsible for the professional quality and accuracy of brochures, maps, reports and other services furnished by the CONSULTANT under terms of this Contract.

**Article 9      Reporting Requirements/Deliverables**

All reports and deliverables shall be submitted in accordance with Attachment "A."

**Article 10     Permits and Licenses**

CONSULTANT shall (without additional compensation) keep current all governmental permits, certificates and licenses (including professional licenses) necessary for CONSULTANT to perform Services.

**Article 11     Technical Direction**

11.1    Performance of Services under this Contract shall be subject to the technical direction of the SANBAG Contract Manager, or designee, as identified in Attachment "A," Scope of Services, attached to this Contract. The SANBAG Contract Manager will identify the designee in writing to CONSULTANT, with the notice to proceed and subsequently with any changes during the Contract period. The term "Technical Direction" is defined to include, without limitation:

11.1.1    Directions to the CONSULTANT that redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Services.

11.1.2    Provision of written information to the CONSULTANT that assists in the interpretation of drawings, reports, or technical portions of Service description.

11.1.3    Review and, where required by the Contract, approval of collateral materials, plans, and information to be delivered by the CONSULTANT to SANBAG under the Contract.

11.2    Technical direction must be within the Scope of Services in the Contract. The SANBAG Contract Manager or designee does not have the authority to, and may not, issue any technical direction which:

11.2.1    Constitutes an assignment of additional Services outside the Scope of Services;

11.2.2    In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for Contract performance;

- 11.2.3 Changes any of the expressed terms, conditions or specifications of the Contract; or
  - 11.2.4 Interferes with the CONSULTANT'S right to perform the terms and conditions of the Contract.
  - 11.2.5 A failure of the CONSULTANT and Contract Manager to agree that the technical direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes."
- 11.3 All technical directions shall be issued in writing by the SANBAG Contract Manager or designee.
- 11.4 The CONSULTANT shall proceed promptly with the performance of technical directions duly issued by the SANBAG Contract Manager or designee, in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the CONSULTANT, any instruction or direction by the SANBAG Contract Manager or designee, falls within one of the categories defined in 11.2.1 through 11.2.4 above, the CONSULTANT shall not proceed but shall notify the Contract Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contract Manager to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, the Contract Manager shall:
- 11.4.1 Advise the CONSULTANT in writing within thirty (30) days after receipt of the CONSULTANT's letter that the technical direction is or is not within the scope of the Contract.
  - 11.4.2 Advise the CONSULTANT within a reasonable time that SANBAG will or will not issue a Contract amendment.

## **Article 12 Federal and State Mandatory Provisions**

### **12.1 Equal Employment Opportunity/Nondiscrimination**

- 12.1.1 In connection with the execution of this Contract, the CONSULTANT shall not discriminate directly or indirectly against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The CONSULTANT shall take action to insure that applicants are employed, and that employees are treated during employment,

without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections of training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the Equal Opportunity clause.

- 12.1.2 The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT; state that all qualified applications shall receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 12.1.3 The CONSULTANT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice advising the labor union or workers representative of the CONSULTANT's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 12.1.4 The CONSULTANT shall comply with all provisions of Executive Order No 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), and shall permit access to its books, records, and accounts by SANBAG and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 12.1.5 In the event of the CONSULTANT's noncompliance with the Equal Opportunity clause of this Contract or any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).
- 12.1.6 The CONSULTANT shall include the provisions of paragraphs (12.2.1) through (12.2.6) of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of

the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 112346 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontract or vendor. The CONSULTANT shall take such action with respect to any subcontract or purchase order as SANBAG may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by SANBAG, the CONSULTANT may request SANBAG to enter into such litigation to protect the interests of SANBAG.

## **12.2    Action for Handicapped Workers**

- 12.2.1    The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **Article 13    Conflict of Interest**

- 13.1    The CONSULTANT and its SUBCONSULTANTS agree that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONSULTANT and its SUBCONSULTANTS further agree that in the performance of this Contract, no person having any such interest shall be employed.
- 13.2    No portion of the funds received by the CONSULTANT under this Contract shall be used for political activity or to further the election or defeat of any candidate for public office.



**Article 14 Key Personnel**

14.1 The personnel specified in 14.2 below are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services that are the responsibility of key personnel to other personnel, the CONSULTANT shall notify SANBAG reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. Diversion or reallocation of key personnel shall be subject to written approval by SANBAG. SANBAG also reserves the right to approve proposed substitutions for key personnel.

14.2 Key Personnel are:

Mujib Ahmed (KOA Corp), Joel Falter (KOA Corp), Bob Cheung (KOA Corp), Dan Smith (Tioga), Steven Souter (NDS)

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**Article 15 Representations**

CONSULTANT agrees with SANBAG that services supplied by CONSULTANT in performance of this Contract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that the firm is supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SANBAG that the same shall conform to high professional standards that are generally accepted in the State of California.

**Article 16 Proprietary Rights/Confidentiality**

16.1 If, as a part of the Contract, CONSULTANT is required to produce products, then CONSULTANT, if requested by SANBAG, shall deliver to SANBAG the original of all such products, which shall become the property of SANBAG.

16.2 All materials, documents, data or information obtained from SANBAG's data files or any SANBAG medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SANBAG. Such data or information may not be used or copied for direct or indirect use outside of this project by CONSULTANT without the express written consent of SANBAG.

- 16.3 Except as reasonably necessary for the performance of Services, CONSULTANT and its employees and agents shall hold in confidence the materials and information referred to in this Article 16, Proprietary Rights/Confidentiality, which are produced by CONSULTANT for SANBAG in the performance and completion of CONSULTANT's Services under the Contract, until released in writing by SANBAG, except to the extent such materials and information become a part of public domain information through no fault of CONSULTANT, or its employees or agents.
- 16.4 CONSULTANT shall not use SANBAG's name or photographs of the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SANBAG.
- 16.5 All press releases relating to the project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SANBAG unless otherwise agreed to by CONSULTANT and SANBAG.
- 16.6 CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of SANBAG, any information obtained by CONSULTANT from or through SANBAG in connection with CONSULTANT's performance of this Contract, unless (a) the information was known to CONSULTANT prior to obtaining same from SANBAG pursuant to a prior Contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SANBAG and who had, to CONSULTANT's knowledge and belief, the right to disclose the same.

## **Article 17 Terminations**

- 17.1 Termination for Convenience. SANBAG shall have the right at any time, with or without cause, to terminate further performance of Services by written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall discontinue performance of Services and shall preserve Work in progress and completed Work, pending SANBAG's instruction and shall turn over such Work in accordance with SANBAG's instructions.
- 17.1.1 CONSULTANT shall deliver to SANBAG, in accordance with SANBAG's instructions, all Products prepared by

CONSULTANT or its subcontracts or furnished to CONSULTANT by SANBAG. Upon such delivery, CONSULTANT may then invoice SANBAG for payment in accordance with the terms hereof.

17.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SANBAG as complete and full settlement for such termination a pro rata share of the Contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.

17.1.3 CONSULTANT shall be entitled to receive the actual cost incurred by CONSULTANT to return CONSULTANT's equipment, if any, to it or its suppliers' premises, or to turn over work in progress and products in accordance with SANBAG's instructions plus the actual cost necessarily incurred in effecting the termination.

17.2 Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its solvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, SANBAG may, without prejudice to any other rights or remedies SANBAG may have, (a) hold in abeyance further payments to CONSULTANT; (b) stop any services of CONSULTANT or its subcontractors related to such failure until such failure is remedied; and/or c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SANBAG, SANBAG may take possession of the products and finish Services by whatever method SANBAG may deem expedient. A waiver by SANBAG of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, nor be deemed to waive, amend, or modify any term of this Contract.

17.2.1 In the event of termination CONSULTANT shall deliver to SANBAG all finished and unfinished Products prepared by CONSULTANT or its subcontractors or furnished to CONSULTANT by SANBAG.

17.3 All claims for compensation or reimbursement of costs under any of the

foregoing provisions shall be supported by documentation submitted to SANBAG, satisfactory in form and content to SANBAG and verified by SANBAG. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such termination.

#### **Article 18      Stop Work Orders**

Upon failure of CONSULTANT or its subcontractors to comply with any of the requirements of this Contract, SANBAG shall have the authority to stop any operations of CONSULTANT or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 17. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by CONSULTANT.

#### **Article 19      Claims**

CONSULTANT shall give SANBAG written notice within seven (7) days after the happening of any event that CONSULTANT believes may give rise to a claim by CONSULTANT for an increase in the Contract Price or in the scheduled time for performance. Within fourteen (14) days after the happening of such events, CONSULTANT shall supply SANBAG with a statement supporting CONSULTANT's claim, which statement shall include CONSULTANT's detailed estimate of the change in Contract Price and scheduled time occasioned thereby. SANBAG shall not be liable for, and CONSULTANT hereby waives, any claim or potential claim of CONSULTANT of which CONSULTANT knew or should have known and which was not reported by CONSULTANT in accordance with the provisions of this Article. CONSULTANT agrees to continue performance of Services during the time any claim of CONSULTANT hereunder is pending. SANBAG shall not be bound to any adjustments in the Contract Price or scheduled time for CONSULTANT's claim unless expressly agreed to by SANBAG in writing and any such adjustments in the Contract Price so agreed to in writing shall be paid to CONSULTANT by SANBAG. No claim hereunder by CONSULTANT shall be allowed if asserted after final payments under this Contract.

#### **Article 20      Insurance**

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, CONSULTANT shall secure and maintain throughout the term of the Contract the following types of insurance with limits as shown:

- 20.1 Professional Liability Insurance coverage in an amount not less than \$1,000,000 per claim and in the aggregate. CONSULTANT shall secure and maintain this Insurance throughout the term of this Contract and for a minimum of three (3) years after completion and acceptance of Services by SANBAG.

- 20.2 Workers' Compensation Insurance or state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$250,000 limits, covering all persons providing services on behalf of CONSULTANT.
- 20.3 Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$3,000,000 in the aggregate written on an occurrence form.
- 20.4 Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.
- 20.5 Proof of Coverage. CONSULTANT shall immediately furnish certificates of insurance to SANBAG evidencing the insurance coverage required above, prior to the commencement of performance of services hereunder, and such certificates shall include SANBAG as additional insured on Comprehensive General Liability Insurance or Commercial General Liability Insurance and auto insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to SANBAG, and CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of services hereunder until the completion of such services.

## **Article 21 Indemnity**

CONSULTANT agrees to indemnify, hold harmless, and defend SANBAG and their officers, employees (past and present), agents, and representatives from and against:

- 21.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by SANBAG of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to SANBAG by CONSULTANT in connection with performance of Services; and
- 21.2 All claims, actions, losses, damages, and/or liability arising from CONSULTANT's acts errors or omissions and for any costs or expenses incurred by SANBAG on account of any claim therefore, except where such indemnification is prohibited by law.

**Article 22      Ownership of Drawings and Data**

All drawings, specifications reports and other data developed by CONSULTANT under this Contract shall become the property of SANBAG when prepared, whether delivered to SANBAG or not.

**Article 23      Subcontracts**

23.1    CONSULTANT shall not subcontract performance of all or any portion of Services under this Contract, excepting subcontractors listed in the CONSULTANT's proposal, without first notifying SANBAG of the intended subcontracting and obtaining SANBAG's approval in writing of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all lower-tier subcontracts.

23.2    CONSULTANT agrees that any and all subcontractors of CONSULTANT will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by SANBAG, CONSULTANT shall furnish SANBAG a copy of the proposed subcontract for SANBAG's approval of the terms and conditions thereof and shall not execute such subcontract until SANBAG has approved such terms and conditions. SANBAG approval shall not be unreasonably withheld.

23.3    Approval by SANBAG of any services to be subcontracted and the subcontractor to perform said services will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said services.

**Article 24      Inspection and Access**

SANBAG shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SANBAG, shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory services or products.

**Article 25      Independent Contractor**

CONSULTANT is and shall be at all times an independent CONTRACTOR.

Accordingly, all Services provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SANBAG shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Services or as to the manner, means and methods by which Services are performed. All workers furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SANBAG.

## **Article 26      Communications and Notices**

- 26.1 Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article 26. A change in address may be made by notifying the other party in writing.

### **For CONSULTANT:**

Name: KOA Corporation  
Address: 3190 C Shelby Street  
Ontario, CA 91764  
Attn: Mujib Ahmed, P.E.  
Phone: (909) 890-9693  
Fax: (909) 890-9694

### **For SANBAG:**

Name: San Bernardino Associated Governments  
Address: 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, California 92410  
Attn: Ryan Graham  
Phone: (909) 884-8276  
Fax: (909) 885-4407

- 26.2 All communications pursuant to or in connection with this Contract shall be marked with SANBAG's Contract number.

## **Article 27     Disputes**

- 27.1     In the event any dispute arises between the parties hereto under or in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by the Contract Manager of SANBAG or duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of SANBAG. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such appeal shall be decided by a court of competent jurisdiction.
- 27.2     During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

## **Article 28     Gratuities**

CONSULTANT, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of SANBAG gifts, entertainment, payments, loans, or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

## **Article 29     Review and Acceptance**

- 29.1     All Services performed by CONSULTANT shall be subject to periodic review and approval by the representatives of SANBAG at any and all places where such performance may be carried on. Failure of SANBAG to make such review, or to discover defective Work, shall not prejudice the rights of SANBAG at the time of final acceptance. All Services performed by CONSULTANT shall be subject to periodic and final review and acceptance by SANBAG upon completion of all Services.
- 29.2     When Services have been completed and the products have been delivered to SANBAG, CONSULTANT shall so advise SANBAG in writing. SANBAG acceptance shall be based on those provisions set forth in the Scope of Services, Attachment "A" within thirty (30) working days of receipt of such



notice, SANBAG shall give CONSULTANT written notice of final acceptance or any Services and Work which have yet to be completed or which are unsatisfactory.

- 29.3 In the event SANBAG does not accept Services or products as submitted then upon their subsequent completion, CONSULTANT shall again so notify SANBAG, and within the above specified time period SANBAG shall give CONSULTANT written notice of final acceptance or notice that the specified unfinished Services or products have not yet been completed or are still not satisfactory. In the latter instance, the foregoing procedures with respect to such specified unfinished Services or products will be repeated. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to SANBAG under this Contract or by law.

#### **Article 30 Assignment**

CONSULTANT shall not assign this Contract wholly or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

#### **Article 31 Amendments**

This Contract may only be changed by an amendment duly executed by CONSULTANT and SANBAG except, that changes to the Contract to implement administrative changes such as approved changes in key personnel may be made by administrative amendment signed by CONSULTANT and SANBAG's Contract Manager or other duly authorized representative.

#### **Article 32 Governing Law and Venue**

This Contract shall be subject to the law and jurisdiction of the State of California. The parties acknowledge and agree that this agreement was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

### **Article 33      Suspension of Services**

- 33.1 SANBAG may at any time, and from time to time, by written Notice ("Suspension of Work Order") to CONSULTANT, suspend further performance of Services by CONSULTANT. Said Suspension of Services Order shall specify the date of suspension and the estimated duration of the suspension. Upon receiving any such Suspension of Work Order, CONSULTANT shall promptly suspend further performance of Services to the extent specified, and during the period of such suspension shall properly care for and protect all Services in progress. Such suspensions shall not exceed more than one hundred twenty (120) consecutive calendar days each, nor aggregate more than one hundred eighty (180) calendar days; and, if they do, CONSULTANT may, if it so elects by notifying SANBAG in writing, consider that this Contract has been terminated for convenience of SANBAG. If the Contract has not been so terminated by CONSULTANT, then SANBAG may at any time withdraw the Suspension of Services Order as to all or part of the suspended Services by written notice to CONSULTANT specifying the effective date and scope of withdrawal, and CONSULTANT shall resume diligent performance of Services for which the suspension is withdrawn on the specified effective date of withdrawal.
- 33.2 If CONSULTANT believes that any such suspension or withdrawal of suspension justifies modification of the Contract compensation, CONSULTANT may request additional compensation and CONSULTANT and SANBAG will attempt to negotiate a mutually acceptable change in compensation and amend the Contract accordingly. If CONSULTANT and SANBAG are unable to agree on a change in compensation, CONSULTANT may request adjustments to either the Contract Price or the scheduled time for performance in accordance with Article 19, Claims herein. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such suspension.

### **Article 34      Contingent Fee**

The CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SANBAG has the right to annul this Contract without liability, pay only for the value of Services actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**Article 35     Entire Document**

- 35.1     This Contract and its attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or oral, between the parties respecting the within subject matter. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.
- 35.2     No agent, employee or representative of SANBAG has any authority to bind SANBAG to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 35.3     As this Contract was jointly prepared by both parties, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either party.

**Article 36     Attorney's Fees**

- 36.1     If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article 21, Indemnity.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

**KOA Corporation**

**San Bernardino Associated Governments**

By: \_\_\_\_\_  
Mujib Ahmed, P.E., Vice President  
KOA Corporation

By: \_\_\_\_\_  
Lawrence E. Dale, President  
Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Jean-Rene Basle  
Legal Counsel

## **ATTACHMENT A: SCOPE OF SERVICES**

San Bernardino Associated Governments (SANBAG) is soliciting proposals from qualified consultants to develop and deliver a Truck Origin and Destination Goods Movement Study for selected roadways in western San Bernardino County and eastern Kern County, focusing on SR-58 but including important state highways and interstates that intersect with it. SANBAG is conducting this study in cooperation with Caltrans District 6 (Fresno), Caltrans District 8 (San Bernardino), Caltrans District 9 (Bishop) and the Kern Council of Governments (Kern COG). The purpose of the study is to gain statistical information on the origin and destination of heavy duty trucks traveling between San Bernardino and Kern Counties and to better understand the types of cargo being transported by trucks. Information gained from this study will be used to inform the SR-58 project development activities currently underway by Caltrans and to inform other future planning efforts in the region.

Currently, SR-58 is a major east-west four-lane freeway/expressway and two-lane conventional highway running a total of 240 miles from SR-101 on the Central Coast near San Luis Obispo east to I-15 in Barstow. From the I-5 in Kern County to the I-15 in San Bernardino County, SR-58 serves as the westerly extension of I-40, providing the only transcontinental interstate connection to the Central Valley. SR-58 crosses three major north-south routes including I-5 and SR-99 near Bakersfield and US-395 at Kramer Junction. Within Kern County, approaching San Bernardino County, SR-58 is a four-lane freeway. Within San Bernardino County there are two segments of SR-58 that remain a two-lane conventional highway with uncontrolled access to streets, driveways and at grade crossings. No nearby highways parallel SR-58 in San Bernardino County.

SANBAG desires to have the selected consultant develop an Origin and Destination Truck Study for SR-58 from I-5 near Bakersfield to I-15 in Barstow, to include portions of I-5, I-15, I-40, SR-14, SR-99 and US-395. This study area is to include:

1. SR-58 in Kern and San Bernardino Counties from I-5 to I-15, including traffic through the SR-58/I-5 and SR-58/I-15 interchanges.
2. US-395 from I-15 to SR-58 in San Bernardino County.
3. I-15 from US-395 to and through the I-15/I-40 interchange.
4. SR-14 from SR-58 to US-395 in Kern County including traffic through the SR-58/SR-14 and SR-14/US-395 interchanges.

It is expected that the Study will begin in October 2007 and be completed by August 30, 2009.

### ***Task 1 – Project Management***

The consultant shall manage project tasks, submit written monthly progress reports with invoices, and schedule bi-weekly phone calls with the SANBAG project manager. The monthly progress

report shall document specific accomplishments of each task, identify percent completion by task, difficulties encountered, and any adjustments recommended in the project schedule.

Consultant will be responsible for scheduling, coordinating and preparing all of the necessary materials for Technical Advisory Committee (TAC) meetings throughout the duration of the project. SR-58 TAC meetings will be held every other month, alternating between SANBAG and Kern COG.

The consultant shall prepare meeting minutes that document all of the major points and actions taken at each TAC meeting. Meeting minutes will be provided to the SANBAG project manager within five days following each meeting.

Within one month from the time SANBAG issues the notice to proceed, the consultant will be required to coordinate the project kick-off meeting with all of the stakeholders present. It is anticipated that the consultant will make two presentations on the final report to both the SANBAG and the Kern COG Boards of Directors. In addition, the consultant will make a presentation on the final report at one of the Eastern California Transportation Planning Partnership quarterly meetings that will be held in either Kern County or San Bernardino County.

The consultant shall maintain all electronic and hard copy files pertaining to the project and shall provide SANBAG with an electronic version of all reports, technical memos, and backup data prior to completion of the study. This shall include a PDF version of the final report. The consultant and subconsultants shall maintain consistent quality control procedures.

**Deliverables:**

- Monthly progress reports;
- Bi-weekly Conference Calls with SANBAG Project Manager
- Project Kick-off meeting;
- Brief meeting notes and action items from the TAC meetings;
- Three project presentations—SANBAG, Kern COG, ECTPP;
- Additional informational materials that can be posted on SANBAG's web site, as appropriate.

## ***Task 2: Literature Review and Data Collection***

Consultant will gather existing literature or data related to the study and study area relative to goods movement on the SR-58 corridor, specifically any previous technical studies regarding traffic flow and truck routing. Types of material anticipated to be included in the Literature Review include, but are not limited to: Caltrans traffic and truck counts, Caltrans Weigh-in-Motion station data, SCAG Truck Counts, Kern COG Truck Counts, and the identification of major truck-trip generators in or near the study area. Consultant will review information and summarize pertinent points into a technical memorandum for review by the TAC. It is anticipated that the Technical Memorandum will serve as the basis for the literature review in the final report. In addition, the Consultant should coordinate with the Southern California Association of Governments (SCAG) to identify how the data to be acquired in this effort can assist in the refinement of the SCAG heavy duty truck model.

**Deliverables:**

- Technical Memorandum relevant to goods movement on the SR-58 corridor;
- Summary of information included in final report.

### ***Task 3: Survey Questionnaire and Distribution Methodology***

In consultation with the TAC and the California Highway Patrol, the Consultant will develop a commercial vehicle commodity/origin-destination (O & D) survey questionnaire and methodology for distribution. The survey instrument will capture data and information approved/requested by the TAC. It is expected that the surveys will be conducted through personal interviews with truck drivers at strategic roadside locations. Alternate methodologies may be proposed as long as adequate, unbiased samples can be obtained with complete information. At a minimum, the survey will include:

1. Postal zip codes of the origin and destination of the trip
2. Truck type
3. Number of axles
4. Date and time
5. Current weather conditions
6. Name of surveyor
7. Location of the survey
8. Commodity in transit by 4 digit commodity code, including empty containers
9. Value of the commodity
10. Facility type at both ends of the trip
11. Last stop and next stop
12. Full Load or Less Than Load (LTL) or Empty
13. Vehicle weight
14. Model and year of vehicle

Other factors that consider seasonality in goods movement patterns may be included in the survey instrument. The final survey will be approved by the TAC. A pilot test of the survey methodology will be conducted to demonstrate that the information can be collected using the methodology proposed.

**Deliverables:**

- A commodity/O & D survey questionnaire approved by the TAC;
- Working papers for documenting the commodity/O & D survey methodology;
- Report on results of the pilot test.

### ***Task 4: Ramp and Intersection Classification Count***

Consultant will conduct classification counts at key interchange and intersection locations in the study area. The purpose of the counts is to gain insights into route choices by truck drivers at these key points of interchange. The counts will be used in combination with the surveys to develop an understanding of truck travel patterns and route choices in the subregion. The counts will be conducted from at least 6 to 9 a.m., 11 a.m. to 2 p.m., and 4 to 7 p.m. on a typical weekday. Trucks will be classified by 2-axle, 3-axle, 4-axle, and 5-axle for these counts unless mutually agreed otherwise by the Consultant and the TAC. The consultant will secure all equipment, materials, permits and permission to conduct the necessary data collection. All movements at up to 10 interchange/intersection locations will be counted, including I-5/SR-58, SR-99/SR-58, SR-58/US-395, SR-58/I-15, I-15/I-40, SR-58/SR-14, SR-14/US-395, and I-15/US-395. Exact survey locations are to be coordinated with the TAC, Caltrans, and the California Highway Patrol. The consultant will be responsible for securing all permits from Caltrans for the classification counts, should permits be determined to be necessary.

#### **Deliverables:**

- An illustrated summary of the travel patterns at each location including tables, graphs, and maps
- An electronic copy of the raw and edited data

### ***Task 5: Truck Axle Surveys and Vehicle Classification***

In consultation with the TAC, the consultant will conduct truck axle surveys and vehicle classification counts for up to 18 locations in the study area, with a high concentration of locations in San Bernardino County. The consultant will secure all equipment, materials, permits and permission to conduct the necessary data collection. The counts will be for a minimum of seven consecutive days and will take place in the same general timeframe as the surveys. Exact survey locations are to be coordinated with the TAC, Caltrans, and the California Highway Patrol.

Given the duration and location of the traffic counts, the consultant will employ one full-time field manager to conduct multiple field inspections on a daily basis to ensure that all equipments are operating normally during the count periods. The vehicle classification counts (Task 5) should be coordinated with the intersection classification counts (Task 4), so that the seven day count period identified for Task 5 includes the day identified for the intersection classification counts in Task 4.

#### **Deliverables**

- Excel spreadsheet for each count location showing vehicle classification totals for each hour of the day
- A map depicting a summary of the vehicle classification volumes



## ***Task 6: Implement Truck Driver Survey Developed in Task 3***

### **Task 6.1: Truck Driver Survey**

Consultant will conduct a detailed commercial truck driver survey to gain information on commodities being hauled, origin and destination of trip, and other relevant issues of concern based on the methodology developed in Task 3. It is anticipated that a minimum of 1200 completed surveys will be required. Surveys will be conducted continuously over 48-hour periods, unless an alternate time frame is mutually agreed to by the Consultant and TAC. The consultant will secure all equipment, materials, permits, permission and personnel to conduct the necessary data collection. The surveys will be conducted by in-house staff after completing the training necessary to deploy the roadside intercept survey.

Up to six total locations will be identified for truck driver surveys, with surveys to be conducted in each direction of travel at each of the six locations. Offset locations may be required when suitable sites cannot be found to accommodate both directions of travel. The six surveys will be deployed in a manner that accounts for the seasonal variation of goods movement patterns in the corridor. At least three surveys will be conducted in the fall/winter season and at least three surveys will be conducted in the spring/summer season. The survey methodology will require that at least one intercept survey for each season include a weekend day during the 48 hour period.

The survey locations will be selected in a manner that does not solicit redundant responses. The primary geographic focus of the intercept surveys will be the stretch of SR-58 between the Tehachapi Pass and Kramer Junction (intersection of SR-58 and US-395). A tour of the corridor with interested TAC members, including at the minimum the SANBAG Project Manager, will be conducted with the consultant team prior to selecting the survey locations for the roadside intercept survey.

### **Task 6.2: Fleet Operator Survey**

A survey will be conducted of various trucking and distribution companies via phone, in-person, and fax. The purpose of the survey is to gain additional insight into the actual operation of trucking companies and distribution firms in the subregion. The survey will include information such as size and characteristics of fleet, frequency of trips, commodities shipped, customer/market locations, primary routes used, etc. The Consultant will develop the draft questionnaire to be reviewed by the TAC. The draft questionnaire will be pilot tested by conducting 5-10 telephone and in-person interviews. Industrial, warehouse, and logistics firms will be identified along the routes within the SCAG and Kern COG Metropolitan Planning Areas. It is anticipated that up to 50 firms will be interviewed ranging in size.

#### **Deliverables:**

- Analysis and summary of truck driver survey results;
- Analysis and summary of trucking company results.

### ***Task 7: Prepare Final Documentation***

Consultant will prepare draft report to be circulated among the TAC members for review and comments. After comments have been either addressed or incorporated into the draft report, the consultant will prepare the final report for the study. The consultant will be responsible for preparing digital copies of the final report and the preparation of a final presentation that will be used to present the report to Kern COG, SANBAG and the ECTPP. No fewer than one copy of the final report will be provided to each member of the TAC and fifty copies of the final report will be provide to Caltrans.

#### **Task 7- Deliverables:**

- Draft Report;
- Final Report;
- Electronic copies of all project documents in PDF;
- Electronic copy of the final presentation on the report.

The Final Report must include:

1. Formal cover with binding
2. Title page
3. Table of Contents (Include list of appendices)
4. Executive Summary
5. Introduction (Including the purpose of the Study)
6. Background Information
7. Methodology
8. Summary/Results of the study
9. Appendices / Maps (for supporting documentation)
10. Summary of the origin and destination study and its findings
11. Summary of the vehicle classification counts
12. Revisions and comments from The Department

Analysis and recommendations regarding commercial vehicle trends, volumes, routes and projections of future commercial truck trips in the study area

## ATTACHMENT B: Cost Proposal

<b>CONTRACT PRICING PROPOSAL (Professional Services)</b>			<b>SANBAG FEE</b>	Page 1 of 2
<b>NAME OF PROPOSER:</b> KOA Corporation			<b>LOCATIONS WHERE SERVICES ARE TO BE PERFORMED:</b> Ontario, CA	
<b>HOME OFFICE ADDRESS:</b> 3190 C Shelby Street Ontario, Ca 91764			Proposal NO. 08014	
<b>Description of Work</b> SR-58 Origin Destination Study				
<b>DETAILED DESCRIPTION OF COST ELEMENTS</b>				
<b>1.DIRECT LABOR (SPECIFY)</b>	Estimated Hours	Rate/Hour (\$)	Estimated Cost (\$)	TOTAL EST. COST (\$)
Principal in Charge	95	\$73.50	\$6,982.50	
Project Manager	105	\$73.50	\$7,717.50	
Project Engineer	320	\$49.50	\$15,840.00	
Associate Planner	250	\$33.15	\$8,287.50	
Assistant Planner	270	\$17.00	\$4,590.00	
Tech/Surveyor	1750	\$14.00	\$24,500.00	
Clerical	88	\$17.30	\$1,522.40	
<b>Total Direct Labor</b>	<b>2878</b>			<b>\$69,440</b>
<b>2. LABOR OVERHEAD</b>	O.H. RATE	X BASE=	EST. COST (\$)	
	160.0%	\$69,439.90	\$111,103.84	
<b>Total Labor Overhead</b>				<b>\$111,104</b>
<b>3. Travel</b>			EST. COST (\$)	
a. Transportation (Actual Mileage at \$0.48/mile)			\$1,134	
b. Per Diem of Subsistence				
<b>Total Travel</b>				<b>\$1,134</b>
<b>4. SUBCONTRACTORS/SUBCONSULTANTS</b>			EST. COST (\$)	
Tioga (Details on Separate Sheet)			\$74,397	
NDS			\$13,800	
Hi-Way Safety			\$7,000	
<b>Total Subcontractors/Subconsultants</b>				<b>\$95,196.71</b>
<b>5. OTHER DIRECT COSTS</b>			EST. COST (\$)	
(Detail on Page 2)			\$5,000	
<b>TOTAL OTHER DIRECT COSTS</b>				<b>\$5,000.00</b>
<b>TOTAL DIRECT LABOR/COSTS AND OVERHEAD</b>				<b>\$281,874</b>
<b>6. GENERAL &amp; ADMIN. EXPENSE</b>				
<b>7. FEE (10% of items 1 &amp; 2)</b>				<b>\$18,054</b>
<b>TOTAL ESTIMATED COST AND FEE</b>				<b>\$299,929</b>
<b>5. OTHER DIRECT COSTS</b>	UNIT	EST. COST (\$)	Total	
Lodging and Meals		\$3,000	\$3,000	
Reproduction (Reports and Presentation Materials)		\$1,500	\$1,500	
Communication/Postage/Overnight Delivery		\$500	\$500.00	
<b>TOTAL OTHER DIRECT COSTS</b>				

<b>CONTRACT PRICING PROPOSAL (Professional Services)</b>			<b>Fee</b>	<b>Page 2 of 2</b>
<b>NAME OF PROPOSER:</b> Tioga Group			<b>LOCATIONS WHERE SERVICES ARE TO BE PERFORMED:</b> XXXXXX, CA	
<b>HOME OFFICE ADDRESS:</b>			<b>RFP NO.</b> 08014	
<b>SERVICES TO BE PERFORMED:</b> SR-58 O/D Truck Study				
<b>DETAILED DESCRIPTION OF COST ELEMENTS</b>				
<b>1.DIRECT LABOR (SPECIFY)</b>	<b>Estimated Hours</b>	<b>Rate/Hour (\$)</b>	<b>Estimated Cost (\$)</b>	<b>TOTAL EST. COST (\$)</b>
Principal	86	\$185.00	\$15,910.00	
Principal	88	\$185.00	\$16,280.00	
Senior Associate	110	\$125.00	\$13,750.00	
Support	15	\$25.00	\$375.00	
<b>Total Direct Labor</b>	<b>299</b>			<b>\$46,315.00</b>
<b>2. LABOR OVERHEAD</b>	<b>O.H. RATE</b>	<b>X BASE=</b>	<b>EST. COST (\$)</b>	
	37.0%	\$46,315.00	\$17,136.55	
<b>Total Labor Overhead</b>				<b>\$17,136.55</b>
<b>3. Travel</b>			<b>EST. COST (\$)</b>	
a. Transportation (Actual Mileage at \$0.48.5/mile)			\$4,600.00	
b. Per Diem of Subsistence				
<b>Total Travel</b>				<b>\$4,600.00</b>
<b>4. SUBCONTRACTORS/SUBCONSULTANTS</b>			<b>EST. COST (\$)</b>	
<b>Total Subcontractors/Subconsultants</b>				<b>\$0.00</b>
<b>5. OTHER DIRECT COSTS</b>			<b>EST. COST (\$)</b>	
(Detail on Page 2)			\$0.00	
<b>TOTAL OTHER DIRECT COSTS</b>				<b>\$0.00</b>
<b>TOTAL DIRECT LABOR/COSTS AND OVERHEAD</b>				<b>\$68,051.55</b>
<b>6. GENERAL &amp; ADMIN. EXPENSE</b>				
<b>7. FEE (10% of items 1 &amp; 2)</b>				<b>\$6,345.16</b>
<b>TOTAL ESTIMATED COST AND FEE</b>				<b>\$74,396.71</b>

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 5

**Date:** September 21, 2007

**Subject:** Status of Caltrans Project Approval and Environmental Document (PA&ED) for the realignment of US-395.

**Recommendation:**\* Receive information and provide input to Caltrans on their efforts associated with the PA&ED for the realignment of US-395.

**Background:** In January 2002, the Board of Directors approved Memorandum of Understanding No. 02047 with the Kern Council of Governments, Inyo County Local Transportation Commission, Mono County Local Transportation Commission and Caltrans to provide STIP funding from the 2002 STIP to fund the PA&ED phase of the US-395 realignment. Inyo, Mono and Kern Counties each programmed \$2M, Caltrans programmed \$4M, and SANBAG programmed \$4M for a total of \$14M in funding for the project. The MOU between SANBAG, Kern COG, Inyo LTC, Mono LTC and Caltrans was part of broader multi-county effort to upgrade interregional facilities in the High Desert and Eastern Sierra regions of California in a collaborative process.

Mike Perovich, District Director for Caltrans District 8, and his staff will make a presentation to the Mountain/Desert Committee on September 21, 2007, on the status of the project. The purpose of the presentation is to inform the Mountain/Desert Committee of the project's status and to provide the opportunity for the Committee to provide input to Caltrans on how the agency should move

\*

*Approved*  
*Mountain/Desert Committee*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

forward with the project. Caltrans is soliciting the input of all stakeholders involved with funding the PA&ED for the project prior to making a decision on its course of action for the project.

***Financial Impact:*** This item has no impact on the current adopted SANBAG Budget. Staff activities related to this agenda item are consistent with the adopted budget, Task No 94108000, Mountain/Desert Planning and Programming

***Reviewed By:*** This item is scheduled for review by the Mountain/Desert Committee on September 21, 2007.

***Responsible Staff:*** Ryan Graham, Transportation Planning Specialist

## *Minute Action*

### AGENDA ITEM: 6

**Date:** September 21, 2007

**Subject:** Quarterly Administrative Report on SANBAG Federal Funding Programs

**Recommendation:**\*  
1) Receive report on quarterly reporting and obligation status.  
2) Adopt a finding of compliance with obligation requirements for all affected agencies.

**Background:** Assembly Bill 1012 requires SANBAG to monitor and report to Caltrans on the use of Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funds apportioned to San Bernardino County and allocated by the SANBAG Board. Federal funds apportioned to SANBAG are eligible for obligation for three years. Obligation refers to a commitment by the FHWA to reimburse an agency for an authorized amount of federal funds for a specific project. After three years, unobligated apportionments are subject to reprogramming and loss to SANBAG and its member agencies.

Because of SANBAG's requirement to manage the timely use of funds to avoid loss of funding pursuant to the provisions of AB1012, the SANBAG Board established a protocol that requires recipients of federal funds allocated by SANBAG to enter into contracts with SANBAG. These contracts include a description of the scope of the approved project, the amount of federal fund allocation, and the schedule of project

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*Approved*  
*Mountain/Desert Committee*

*Date:* \_\_\_\_\_

*Moved:*      *Second:*

*In Favor:*      *Opposed:*      *Abstained:*

*Witnessed:* \_\_\_\_\_

implementation. In addition, the terms of the contracts require federal fund recipients to submit quarterly progress reports on their projects to SANBAG until completion of the project. In accordance with adopted SANBAG policy, failure to comply with any provision of the contract constitutes grounds for revocation and reallocation of the funding by action of the SANBAG Board pursuant to the protocol specified in each contract.

#### **Quarterly Reporting Status**

Tables 1 – 3 summarize the projects to which funds were allocated, their quarterly reporting history, and the status of the project. All agencies required to report to SANBAG on the status of their projects submitted quarterly reports by July 15<sup>th</sup> as required by the terms of their contract.

#### **Obligation Status**

As mentioned earlier, federal funds are available for obligation for three years from the date of apportionment. Therefore, unobligated balances from federal apportionments through fiscal year 04/05 will be subject to reprogramming in November 2007. As shown in Tables 1 – 3, SANBAG has already met the AB1012 obligation requirements for fiscal year 06/07; therefore, staff does not expect any CMAQ or STP funds to be subject to reprogramming in November, as indicated by the negative amounts shown in each table under “Expected Amount Subject to Reprogramming 11/07”. According to schedules provided by project sponsors in the quarterly reporting, SANBAG will meet the obligation requirements for fiscal year 07/08, as well.

As was reported to the SANBAG Board in June 2006, Caltrans has developed an Obligation Authority (OA) Management Policy that limits annual obligations to annual OA levels on a county-by-county basis. Because annual apportionments are almost always higher than annual OA levels, OA being the mechanism to access the apportionments, it is inevitable that SANBAG will eventually lose a portion of past apportionments through AB1012. An analysis of the projected impacts of this policy is necessary before allocation of additional funds.

Please note that TE funds, which were previously monitored per AB1012, are now administered through the STIP. The obligation deadline, therefore, is in June each year, consistent with the State fiscal year. Programmed funds not obligated or extended will lapse and be unavailable to San Bernardino County until the 2008 STIP Programming Cycle, which begins at the end of this year.



***Financial Impact:*** Funding for SANBAG's monitoring of local assistance project status is consistent with the adopted SANBAG Budget Task No. 37308000. The absence of critical project status and progress information provided in quarterly reports could result in SANBAG's inability to assure timely obligation of funds to avoid loss to the agency and its members.

***Reviewed By:*** This item is scheduled for review by the Plans and Programs Committee on September 19, 2007 and the Mountain/Desert Committee on September 21, 2007.

***Responsible Staff:*** Ty Schuiling, Director of Planning and Programming  
Andrea Zureick, Chief of Programming

**TABLE 1**  
**Congestion Mitigation and Air Quality Program Status**  
**Mojave Desert Air Basin**

**Quarterly Reporting Status**

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2007 Quarterly Reports				Comments
						1	2	3	4	
Adelanto	Adelanto/Auburn/Jonathan Paving	01-052	12/06/00	\$224,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 8/07
Barstow	1st Av @ Irwin Rd Realignment	00-085	01/05/00	\$265,000	\$265,000	C	C	C	C	Project obligated 8/05
Barstow	LNG/CNG Natural Gas Fueling Station	00-077	04/02/03	\$1,587,823	\$1,587,573	C	C	C	C	Project obligated 8/05
Barstow Transit	Purchase Replacement All Fuel Paratransit Vehicles	00-081	02/07/01	\$1,663,244	\$1,663,244	C	C	C	C	Project obligated 5/03
Barstow Transit	Paratransit Vehicle Replacement - Gas	20040701	08/06/03	\$613,846	\$289,950	Apr-07	Jul-06	Oct-06	Jan-07	Funds programmed in future years
Barstow Transit	Purchase Replace All Fuel Paratransit Vehicles	20020140	08/06/03	\$863,000	\$276,000	Apr-07	Jul-06	Oct-06	Jan-07	Funds programmed in future years
Barstow Transit	Paratransit Vehicle Expansion	20040821	08/06/03	\$181,000	\$181,490	C	C	C	C	Project obligated 9/06
Barstow Transit	Bus System - 27 Passenger Replacement Alt Fuel	20041303	08/06/03	\$1,142,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	All funds programmed in future years
Barstow Transit	Bus System - Expansion Bus - 35' Alt Fuel 06-2	20041301	10/05/05	\$673,000	\$672,828	C	C	C	C	Project obligated 9/06
Caltrans	I.E. Transportation Management Center & PNR - Fontana	200626	10/05/05	\$1,350,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 12/07
MBTA	Replacement Paratransit Vehicles - Gas	20040811	08/06/03	\$616,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	Application submitted to Sacramento. Obligation July/Aug 2007
MBTA	Deviated Fixed Route Vehicle Replace - All Fuel(28 passenger)	20040812	08/06/03	\$327,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	Funds programmed in future years
MBTA	Deviated Fixed Route Vehicle Replace - All Fuel(33 passenger)	20040813	08/06/03	\$289,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	Funds programmed in future years
MBTA	Purchase Replacement All Fuel Paratransit Vehicles	00-08201-083	02/07/01	\$2,480,974	\$2,480,974	C	C	C	C	Project fully obligated
MBTA	Purchase Replacement All Fuel Paratransit Vehicles	20020808	08/06/03	\$371,000	\$370,841	C	C	C	C	Project obligated 4/05
SB County	Lamrea Rd Paving	00-086	12/06/00	\$569,530	\$569,972	C	C	C	C	Project obligated 7/05
SB County	Mesquite St Paving	00-087	12/06/00	\$534,781	\$534,781	C	C	C	C	Project obligated 8/05
Victorville	Park & Ride at Victor Valley College	01-048	12/06/00	\$931,987	\$102,000	Apr-07	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 7/07
Victorville	I-15/Amergosa Park-n-Ride Lot Expansion	00-107	02/02/00	\$653,728	\$80,000	Apr-07	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 6/07
VVTA	Replace All Fuel Paratransit Vehicles	SBDA1114	08/06/03	\$1,137,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	Grant app to FTA 5/07. Estimate obligation June/July 2007
VVTA	Replacement CNG Buses	SBDA1084	08/06/03	\$3,498,750	\$3,498,190	C	C	C	C	Project obligated 6/06
VVTA	Replace All Fuel Paratransit Vehicles	00-084	02/07/01	\$1,952,273	\$1,952,273	C	C	C	C	Funds obligated
VVTA	Replacement CNG Buses	00-083	02/07/01	\$3,288,524	\$3,288,124	C	C	C	C	Funds obligated
<b>TOTALS</b>				<b>\$25,163,369</b>	<b>\$17,805,340</b>					

**Obligation Status (as of June 30, 2007)**

<b>Fiscal Year 06/07:</b>	<b>Fiscal Year 07/08:</b>
Apportionment Subject to Reprogramming \$9,737,461	Apportionment Subject to Reprogramming \$7,944,996
Obligated Amount to Date* \$5,508,912	Obligated Amount for FY07/08 \$0
Additional Obligation Scheduled by 11/07 \$639,101	Additional Obligation Scheduled by 11/08 \$3,001,658
Expected Amount Subject to Reprogramming 11/07** \$3,589,448	Expected Amount Subject to Reprogramming 11/08** \$4,943,338

NOTES:  
 \* - Includes projects with closed contracts and projects funded through Board set-asides  
 \*\* The obligation of CMAQ apportionments is not monitored by Air Basin, therefore, over-obligation in the SCAB compensates for under-obligation in the MDAB  
 C - Project Complete/Cancelled  
 RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

**TABLE 2**  
**Congestion Mitigation and Air Quality Program Status**  
**South Coast Air Basin**

**Quarterly Reporting Status**

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2007 Quarterly Reports				Comments
						1	2	3	4	
Caltrans	I.E. Transportation Management Center & PNR - Fontana	200628	10/05/05	\$5,050,000	\$0	Apr-07	*	Oct-06	Jan-07	RFA3 to be submitted 12/07
Chino	Mountain Avenue Traffic Signal Coordination	02-022	08/01/01	\$251,000	\$251,000	C	C	C	C	Project obligated 8/05
Chino Hills	CHG Time-Fill Refueling Stations	02-038	08/01/01	\$88,400	\$88,000	C	C	C	C	Project obligated 8/05
Colton	All Fuel Park-n-Ride One-Stop Facility	00-097	02/02/00	\$0	\$0	C	C	C	C	Project cancelled by City
Colton	Colton San Bernardino Pedestrian/Bikeway	02-027	08/01/01	\$432,704	\$432,704	C	C	C	C	Project obligated 3/07
Colton	Washington St at Rocha Cyn & Hunts Ln Milligation	00-102	02/02/00	\$400,000	\$80,000	Apr-07	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 10/07
Fontana	Sierra Ave/Mulberry Ave ATMS Ph 1 - Communications	02-038	08/01/01	\$2,580,000	\$2,580,000	C	C	C	C	Project obligated 10/03
Highland	5th Street Signal Interconnect	02-032	08/01/01	\$209,000	\$209,000	C	C	C	C	Project obligated 8/05
Highland	Base Line Road Signal Interconnection	02-021	08/01/01	\$98,000	\$98,000	C	C	C	C	Project obligated 2/04
Highland	Palm Avenue Signal Interconnect	02-029	08/01/01	\$57,000	\$57,000	C	C	C	C	Project obligated 8/05
Loma Linda	Anderson St/Tippencanoe Av Signal Interconnect	00-082	02/02/00	\$105,740	\$105,000	C	C	C	C	Project obligated 2/03
MARTA	Big Bear Visitors Trolley	02-039	08/01/01	\$274,442	\$274,442	C	C	C	C	Project obligated 5/03
MARTA	Replacement Paratransit Vehicle Purchase	200423	08/06/03	\$1,060,000	\$617,763	Apr-07	Jul-06	Oct-06	Jan-06	Funds programmed in future years
MARTA	Replacement Buses - All Fuel	200424	08/06/03	\$1,265,000	\$272,672	Apr-07	Jul-06	Oct-06	Jan-06	Funds programmed in future years
MARTA	Bus System - Operating Assistance	SBD41055	08/06/03	\$80,000	\$0	C	C	C	C	Project obligated 8/06
Montclair	North Montclair Signal Interconnect	02-033	08/01/01	\$308,700	\$308,700	C	C	C	C	Project obligated 8/03
Montclair	Ramona Av Grade Separation	00-066	02/02/00	\$1,590,481	\$0	Apr-07	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 7/07
Omnitrans	Replacement Paratransit Vehicles for Access Fleet	20040211	08/06/03	\$3,325,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	Funds programmed in future years
Omnitrans	Bus Replacement - All Fuel	SBD90105	08/06/03	\$5,795,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	Funds programmed in future years
Rancho Cucamonga	Base Line Road Signal Synchronization	02-020	08/01/01	\$100,000	\$100,000	C	C	C	C	Project obligated 5/03
San Bernardino	East Valley LING/LONG Fueling Facility	02-024	08/01/01	\$911,858	\$911,798	C	C	C	C	Project obligated 7/08
San Bernardino	Washington Street at Waterman Avenue Traffic Signal	02-035	08/01/01	\$106,000	\$106,000	C	C	C	C	Project obligated 5/03
San Bernardino	Metrolink Parking Structure	20020802	08/06/03	\$7,139,000	\$531,000	Apr-07	Jul-06	Oct-06	Jan-07	Funds programmed in future years
SB County	Cresline Commuter Park and Ride Lot	02-028	08/01/01	\$354,119	\$355,000	C	C	C	C	Project obligated 7/05
SB County	San Bernardino Avenue Traffic Signal/Synchronization	02-023	08/01/01	\$2,545,237	\$2,545,237	C	C	C	C	Project obligated 7/05
SB County	Webash Av @ SH-38 - Install Traffic Signals	00-089	02/02/00	\$173,250	\$173,772	C	C	C	C	Project obligated 8/05
Upland	Upland Metrolink Station - Parking Expansion	20040825	08/06/03	\$2,776,800	\$0	Apr-07	Jul-06	Oct-06	Jan-07	Funds programmed in future years
Upland	SP/PE Right-of-Way Bicycle/Pedestrian Trail - Phase II	02-031	08/01/01	\$1,555,053	\$1,555,053	C	C	C	C	Project obligated 5/04
<b>TOTALS</b>					<b>\$38,640,785</b>					

Obligation Status (as of June 30, 2007)

Fiscal Year 06/07:	Fiscal Year 07/08:
Apportionment Subject to Reprogramming \$35,500,821	Apportionment Subject to Reprogramming \$12,314,359
Obligated Amount to Date* \$40,911,897	Obligated Amount for FY07/08 \$0
Additional Obligation Scheduled by 11/07 \$1,590,481	Additional Obligation Scheduled by 11/08 \$22,938,281
Expected Amount Subject to Reprogramming 11/07** \$-7,001,557	Expected Amount Subject to Reprogramming 11/08** \$-10,623,922
	(Includes amount over-obligated in FY 06/07)

NOTES:  
 \* - Includes projects with closed contracts and projects funded through Board self-aides  
 \*\* The obligation of CMAQ apportionments is not monitored by Air Basin, therefore, over-obligation in the SCAB compensates for under-obligation in the MDAB  
 C - Project Complete/Cancelled  
 RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

**TABLE 3**  
**Regional Surface Transportation Program Status**

**Quarterly Reporting Status**

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2007 Quarterly Reports				Comments
						1	2	3	4	
Adelanto	El Mirage Rehab & Paving - West City Limits to US395	01-036	10/04/00	\$1,375,468	\$0	Apr-07	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 8/08
Apple Valley	Yucca Loma Bridge over Mojave River	200049	12/07/05	\$2,800,000	\$0	*	*	Oct-06	Jan-07	RFA1 submitted 11/06
Barstow	Lenwood Rd Rehab - Commerce Pkwy to 34th St West	01-040	10/04/00	\$423,000	\$423,000	C	C	C	C	Obligated 8/16/05
Barstow	East Main St Rehab - Barstow Rd to Murlet Dr	01-039	10/04/00	\$750,828	\$750,828	C	C	C	C	Obligated 8/17/05
Big Bear Lake	Signal at SR18/Big Bear Blvd/Paine Rd/Village Dr	01-035	10/04/00	\$485,280	\$485,280	C	C	C	C	Obligated 8/10/06
Colton	Main St & Iowa Ave Intersection	01-077	02/07/01	\$250,000	\$19,478	Apr-07	Jul-06	Oct-06	Jan-07	RFA2 to be submitted 6/07
Fontana	Sierra Av-Baseline to Highland Av-Widen 4-6 Lanes	01-078	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 12/3/03
Fontana	Foothill Bl - East Av to Hemlock - Widen 4-6 Lanes	01-079/080	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 12/3/03
Fontana	Juniper/Mulberry Intersection Improvements	01-081	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 9/03
Fontana	Baseline-Clinus to Maple - Widen 2-6 Lanes	01-078	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 12/3/03
Hesperia	Ranchero Rd Grade Separation	SBD031276	12/07/05	\$3,650,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 7/08
Highland	5th St - Boulder to SR30 - Widen 2-4 Lanes	01-075	02/07/01	\$870,600	\$870,600	C	C	C	C	Project obligated 8/25/06
Rialto	Pepper Av-Foothill to Highland-Widen and Extend to 8 Lanes	01-076	02/07/01	\$0	\$0	C	C	C	C	Board reallocated funds to other projects 12/03
San Bernardino	State St-16th St to Foothill-Extend 2 lanes	01-082	02/07/01	\$2,005,000	\$80,000	Apr-07	Jul-06	Oct-06	Jan-07	RFA2 to be submitted 7/07
SB County	Needles Hwy-N St to Nevada StateLine-Realign, Rehab	01-033	10/04/00	\$2,478,840	\$1,043,875	Apr-07	Jul-06	Oct-06	Jan-07	RFA2 to be submitted 10/08
SB County	National Trails Hwy - Passing Lanes	01-038	10/04/00	\$1,907,284	\$310,000	Apr-07	Jul-06	Oct-06	Jan-07	RFA2 to be submitted 5/08
SB County	Cedar Av Widening PSE - Slover Av to Valley Bl	01-074	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 3/25/05
Twentynine Palms	Two Mile Road Rehab - Sunnys to Lear	01-037	10/04/00	\$0	\$0	C	C	C	C	Project cancelled 9/9/04
Victorville	I-15 La Mesa/Nisqually Interchange	SBD34170	12/07/05	\$3,800,000	\$0	Apr-07	*	Oct-06	Jan-07	RFA1 to be submitted 2/07
Victorville	I-15/Mojave Dr IC	33390	12/04/02	\$1,000,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 1/07
Victorville	Bear Valley Rd Rehab - I-15 to Kiowa Rd	01-041	10/04/00	\$5,999,071	\$5,999,000	C	C	C	C	Obligated 08/23/05
	<b>TOTALS</b>			<b>\$27,805,368</b>	<b>\$9,992,159</b>					

Obligation Status (as of June 30, 2007)

Fiscal Year 06/07:		Fiscal Year 07/08:	
Apportionment Subject to Reprogramming	\$33,086,642	Apportionment Subject to Reprogramming	\$-14,953,884
Obligated Amount to Date*	\$85,703,124	Obligated Amount for FY07/08	\$0
Additional Obligation Scheduled by 11/07	\$0	Additional Obligation Scheduled by 11/08	\$8,516,921
Expected Amount Subject to Reprogramming 11/07	\$-32,606,482	Expected Amount Subject to Reprogramming 11/08	\$-23,470,805
		(Includes amount of over-obligated in FY 06/07)	

**NOTES:**

- \* - Includes projects with closed contracts and projects funded through Board set-asides
- C - TEA-21 Funded Project Complete/Cancelled
- RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

## SANBAG Acronym List

1 of 2

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

## SANBAG Acronym List

2 of 2

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996